

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 8

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER <b>3/8/07</b>		2. CONTRACT NO. (if any) GS28F2110D		6. SHIP TO:	
3. ORDER NO. DR-10-07-444		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop T-7-I-2 Washington, DC 20555		4. REQUISITION/REFERENCE NO. ADM-07-444		b. STREET ADDRESS Warehouse M/F: Bruce Ridgely 5008 Boiling Brook Parkway	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852-2738
a. NAME OF CONTRACTOR DAVIS FURNITURE INDUSTRIES INCORPORATED		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME c/o: DAVID BURROWS LTD		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 2401 S COLLEGE DR		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY HIGH POINT	e. STATE NC	f. ZIP CODE 272608816			
9. ACCOUNTING AND APPROPRIATION DATA 74015-5A1303 D2336 3121 x0200 Obligate: \$ 39,000.00 74015-171345 N2336 3121 x0200 Obligate: \$131,000.00 EFS# ADM-07-444 DUNS# 042425447		\$170,000.00		10. REQUISITIONING OFFICE ADM Office of Administration	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
13. PLACE OF		14. GOVERNMENT B/L NO. N/A		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) As requested by P.O.	
a. INSPECTION As requested by P.O.		b. ACCEPTANCE As requested by P.O.		16. DISCOUNT TERMS N/A	
17. SCHEDULE (See reverse for Rejections)					

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This is an IDIQ delivery order for ten (10) types of Davis chairs to be used at the Executive Boulevard, Gateway and Two White Flint facilities. (see attached pages for item descriptions and delivery requirements)</p> <p>The last order shall be placed no later than 03/07/2011.</p> <p>The NRC is not obligated to order more than forty chairs. The maximum order amount is five hundred and eighty chairs.</p> <p>The contractor shall not deliver any units until the Project Officer places an order.</p> <p>Clause 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984) listed on page #3 applies.</p> <p>This order obligates funds in the amount of \$170,000.00.</p>				See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2							17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Attn: DR-10-07-444							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$170,000.00		

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Jeffrey L. McDermott Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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1) Requirements:

Model:	Motion 2-BL
Fabric:	Grade 6, Brisa 303-5749 Black Onxy
Base:	Black
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]
Model:	Motion 2-CH
Fabric:	Grade 6, Brisa 303-5749 Black Onxy
Base:	Chrome
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]
Model:	Motion 5-BL
Fabric:	Grade 7, Knoll Starry Night K5298 Midnight
Base:	Black
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]
Model:	Motion 5-CH
Fabric:	Grade 7, Knoll Starry Night K5298 Midnight
Base:	Chrome
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]
Model:	Motion 5-BL
Fabric:	Grade 7, Maharam Mosaic 08 Royal
Base:	Black
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]
Model:	Motion 5-CH
Fabric:	Grade 7, Maharam Mosaic 08 Royal
Base:	Chrome
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]
Model:	Motion 5-BL
Fabric:	Grade 8, ARC COM Polaris AC-63364 Magenta #16
Base:	Black
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]
Model:	Motion 5-CH
Fabric:	Grade 8, ARC COM Polaris AC-63364 Magenta #16
Base:	Chrome
Arm Cap:	No fabric on arms
Unit Price:	[REDACTED]

Model: Motion 9-BL  
Fabric: Grade 7, Maharam Double Check 010, 007, and 008  
Base: Black  
Arm Cap: No fabric on arms  
Unit Price: [REDACTED]

Model: Motion 9-CH  
Fabric: Grade 7, Maharam Double Check 010, 007, and 008  
Base: Chrome  
Arm Cap: No fabric on arms  
Unit Price: [REDACTED]

3) Shipping costs for each unit shall not exceed 6% of the COL/COM prices listed in Davis' catalog for the units listed in the Requirements section.

4) Period of Performance: 03/08/2007 – 03/07/2011

5) Minimum and Maximum requirements are as follows and shall consist of any combination of units listed under the Requirements section:

	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
Minimum Order Quantity/Amount:	[REDACTED]	\$1,279.00	\$ 51,160.00
Maximum Order Quantity/Amount:	[REDACTED]	\$1,279.00	\$741,820.00

6) Orders up to the maximum quantities may be placed by the NRC Project Officer during the contract performance period. Delivery orders placed by the NRC Project Officer may be verbal, but must be confirmed in writing via facsimile or e-mail and sent to the Contractor within two (2) calendar days after placing the call. The Project Officer for this contract is: Bruce Ridgely (301) 415-2161; BBR@nrc.gov

7) The contractor shall provide a copy of any GSA approved rate changes to the Contract Specialist within five (5) days of the rate change.

8) The following is a summary of NRC obligations from the date of award. The Contractor shall not exceed this obligated amount:

Current FY2007 Obligations...	\$ 170,000.00
Cumulative Total of NRC Obligations...	\$ 170,000.00

9) 52.232-19: Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond the procurement of 132 chairs (This can be any combination of models listed in the Requirements section). The Government's obligation for performance of this contract beyond that quantity is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the procurement of 132 chairs (This can be any combination of models listed in the Requirements section), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## A.1 Other Applicable Clauses

[x] See Addendum for the following in full text (if checked)

[x] 52.216-18, Ordering

[x] 52.216-19, Order Limitations

[x] 52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

## A.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 0.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$741,820.00;

(2) Any order for a combination of items in excess of \$741,820.00;

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$741,820.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$170,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

#### **A.4 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)**

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **A.5 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **A.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 7, 2011.

#### **A.7 SEAT BELTS**

**GS28F2110D DR-10-07-444**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.